DOCUMENT RESUME

ED 087 332 HE 005 135

TITLE	Agreement Between the Board of Trustees of Middlesex County College and the Faculty Organization of Middlesex County College Local 1940, (AFK-CIO) 1972-1974.
INSTITUTION	Middlesex County Coll., Edison, N.J.
PUB DATE	1 Jul 72
NOTE	39p.
EDRS PRICE	MF-$0.65 HC-$3.29
DESCRIPTORS	*Collective Bargaining; *Collective Negotiation; Faculty; Grievance Procedures; *Higher Education; *Negotiation Agreements; Personnel Policy; Teacher Welfare; *Teaching Benefits
IDENTIFIERS	*Middle County College

ABSTRACT

This document presents the agreement between the Board of Trustees of Middlesex County College and the Faculty Organization County College for the period from July 1, 1972 through June 30, 1974. The articles of the agreement cover rights of the union, rights of the faculty, conditions of employment, faculty benefits, professional behavior, grievance procedure, changes in policy and pay positions, salary, work load, class size, fringe benefits, and the academic calendar. Appendices contain faculty-administration contract agreement form, calendar for contract personnel, and parking allotments. (PG)

New Jersey
AFT
2 year

ED 087332

AGREEMENT

BETWEEN

THE BOARD OF TRUSTEES

OF

MIDDLESEX COUNTY COLLEGE

AND

THE FACULTY ORGANIZATION

OF

MIDDLESEX COUNTY COLLEGE

LOCAL 1940, AFT, (AFL-CIO)

1972 - 1974

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

HE 001 733

TABLE OF CONTENTS

	Page
Preamble	1
Article I - Recognition	1
A. Recognition	1
B. Commencement of 1973-74 Negotiations	1
Article II - Rights of the Union	1
A. Use of Building Facilities	1
B. Transaction of Union Business	1
C. Posting of Notices	2
D. Right to Information	2
E. Information for Filing Grievances	2
F. Limitation on Information	2
G. Union Office	2
H. Limitation on Faculty Senate	3
I. Consultation with the Union	3
J. Voice at Board Meetings	3
K. Work Load of Union Chairman	3
L. Dues Check-Off	3
Article III - Rights of the Faculty	3
A. Evaluations - Access to Files	3
B. Classroom Observations	3-4
C. Preference for Adjunct Positions	5
1. Preference	5
2. Rate of Pay	5
3. Non-Recognition	5
D. Safety Conditions	5
E. Assignments	5
1. No Assignments in Areas for Which Unprepared	5
2. Return to Original Status of Former Administrators	5
F. Voice or Image Reproduction	5-7
G. Academic Freedom	7
H. Members Schedule of Classes	7
1. Four-Day Schedules	7
2. Distribution of Faculty Programs and Right to Exchange	7
3. Attendance Not Required When Not Teaching	7
4. Attendance by Faculty	7
5. Union Examination of Faculty Schedules	7
6. Notice to Faculty of New Teaching Assignments	7
I. Vacancies	8
1. Notice to Faculty of Vacancies	8
2. Notice to Applicants of Disposition	8
3. Right of Old Faculty to Equal Remuneration and Rank of New Faculty	8
J. Outside Activities	8
K. Admission to Courses	8
1. Faculty Members	8
2. Faculty Dependents	8
L. Right to Union Representation in Disciplinary Cases	8
M. Right to Union Representation for Contract Rights	9
N. Changes in Time and Location of Classes	9

Article III - Rights of the Faculty (Continued) Page

O. Changes in Length of Class Period 9
P. Right to Outside Employment 9
Q. Office Space and Equipment 9
R. Telephones in Classroom Areas 9
S. Classroom Space and Supplies 9
1. Textbooks 9
2. Stationery 9
3. Uniforms 9
T. Clerical Assistance 10
U. Selection of Texts 10
V. Travel for College Purposes 10
W. Restrooms and Lounges 10
X. Parking Facilities 10
Y. Official Announcements 10
Z. Substitute Covering of Class Assignments 10
AA. Student Grievance Procedure 11

Article IV - Conditions of Employment 11
A. Requirements for Academic Rank 11
1. Teaching Faculty 11-12
2. Student Personnel 12
3. Librarians 13
4. Effect of Rank Requirements 13
5. Secondary School Teaching Definitions 13
6. Collegiate Teaching Definitions 13
7. Business Experience Equivalency 13
8. Adjunct Teaching Credit 14
9. Presidential Prerogative 14
B. Nomination for Promotion 14
C. Employment Contracts 15
D. Tenure 15
E. Probation 15
F. Retrenchment and Rights of Reemployment 15-16
G. Procedure for Non-Renewal of Probationary Employees 16

Article V - Faculty Benefits 17
A. Paid Leaves of Absence 17
1. Sick Leave 17
2. Bereavement 18
3. Family Illness 18
4. Jury Duty 18
5. Court Appearance 18
6. Sabbatical Leaves 18-19
7. Personal Leaves 19
B. Documentation 19
1. Accumulated Sick Leave Notice 19
2. Faculty Report of Absence for Illness 19

Article V - Faculty Benefits (Continued) Page

C. Unpaid Leaves of Absence 19
1. Advanced Study 19
2. Exchange Teaching 20
3. Military Leave 20
4. Professional Organizations 20
5. Political Office 20
6. Maternity Leave 20
7. Credit Towards Sabbatical Leave 20
8. Maintenance of Health and Pension Benefits 21
9. Notice of Intent to Apply for Leave 21
10. Coverage of Duties 21
D. Compensation for Accumulated Vacation Time 19

Article VI - Grievance Procedure 21-23

Article VII - Professional Behavior 23
A. Compliance with Rules 23
B. Procedure for Violations 23
C. Cancellation of Classes 24

Article VIII - Changes in Policy and Pay Positions 24
A. Changes in Policy 24
B. Changes in Pay and Positions 24

Article IX - Salary, Work Load, Class Size and Fringe Benefits 24-29
A. Paydays 24
B. Compensation for 1971-1972 24
C. Guarantee of Minimum Salary 25
D. Minimum Salaries 25
E. Salary for Adjunct Services (Overload) 25
F. Student Roster Load 25-26
G. Athletic Coaching Fees 26
H. Laboratory Section 26
I. Work Load of Teachers 27
1. Definition of Contact Hours 27
2. School Day and Work Week 27
3. Class Preparation Limit 27
4. Five Hours of Counseling 27
5. Academic Attire Furnished by the College 27
6. Orientation and Work Shops 27
7. General Faculty Meetings 27
8. Departmental Meeting 27
9. Academic Advisement 27
10. Faculty Attendance During Exam Periods 27
11. Limitation on Duties of Teachers 27
J. Counselor, Librarians and Other Non-Teaching Faculty Members' Work Load 28
1. Work Week 28
2. Work Day 28
3. Overtime Pay 28
4. Work Year 28
5. Counselor Student Load 28
6. Limitation on Duties 28

Article IX - Salary, Work Load, Class Size and Fringe Benefits (Continued) Page

K. Reimbursement for Professional Dues 28
L. Free Physical Exam 28
M. Military Service Pay 28
N. Family Health Care Benefits 28-29

Article X - Miscellaneous 29
A. Limitation on Adjunct Personnel 29
B. Academic Calendar - 1972-73 29
C. Agreement on 1973-74 Calendar 29
D. Application and Distribution of Labor Contract 29
E. Initiation of Interim Negotiations 30

Article XI - Duration of the Agreement 30

AGREEMENT -- Preamble

This Agreement is made and entered into by and between the Board of Trustees of Middlesex County College, a body corporate organized pursuant to provisions of N.J.S.A. 18A:64A-1 et. seq., hereinafter called the "Board" and the Faculty Organization of Middlesex County College Local 1940, AFT, (AFL-CIO) hereinafter called the "Union," Witnesseth:

WHEREAS, the parties hereto, through negotiations in good faith have reached agreement on salaries, terms and conditions of employment and grievance procedures, and desire to execute this contract covering such Agreement:

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I Recognition

A. The Board hereby recognizes the Union as the exclusive collective bargaining agent with respect to salary, fringe benefits, grievance procedure and those conditions of employment covered by this Agreement for all full-time faculty members employed by the Middlesex County College Board of Trustees, but excluding Department Chairmen, the Director of Admissions, the Director of Student Activities, the Registrar, Assistants to the Dean of Administration, managerial executives, supervisors as defined in the Act, office clerical employees, craft employees, and policemen.

B. The Union agrees to submit its contract renewal proposals on or before October 15, 1973. The Board agrees to study such proposals and present, on or before November 15, 1973, its counter proposals in preparation for an immediate start on negotiations.

Under any circumstances, negotiations shall begin by November 15, 1973.

ARTICLE II Rights of the Union

A. The Union may use College building facilities for meetings provided that such use shall not interfere with or interrupt normal College operation, and subject to agreement by the Administration as to the reasonableness of time and location selected. Such agreement shall not be unreasonably withheld.

B. Duly authorized representatives of the Union shall be permitted to transact official Union business on College property, provided that this shall not interfere with or interrupt normal College operations, and subject to agreement by the Administration as to the frequency and reasonableness of time or times selected. Such agreement shall not be unreasonably withheld.

ARTICLE II Rights of the Union (Continued)

C. The Union may post notices and other materials relating to Union activities on College bulletin boards, subject to the following regulations: all material posted must include a removal date, the name of the responsible party, and must be no larger than 14" X 22". The Union may make reasonable use of the College mailing services, exclusive of the College postage meter, and the faculty mailboxes.

D. The Board agrees to furnish to the Union as soon as possible upon request to the President, the following documents:

Annual Financial Reports

Annual Audits

Adopted Budgets - as of the date of formal adoption by the Board of Trustees and prior to transmission to the Board of School Estimate, and as approved by the Board of School Estimate.

Payrolls of faculty covered by this agreement

Minutes of meetings of the Board

Last known address, per College records, of the faculty covered by this agreement

Roster of members including names, addresses, and telephone numbers

E. The Board further agrees to provide to the Union such information, through the President, as may be reasonably required and requested by the Union to process any grievance under this agreement or to negotiate subsequent agreements.

F. Nothing herein contained shall be construed to require the Board to provide any information not already available to it, or to provide such information in any form other than that in which it would be normally provided to or by the Board or College administration, nor prior to the time it would normally be provided.

G. The assigned faculty office of the Union Chairman shall be deemed to be the official office of the Union. Board agrees to assign no other faculty members to said office. Union may install necessary equipment, owned by it, in said office.

(1) The Board agrees to provide one used electric typewriter to the Union within thirty (30) days of the execution of this agreement. Within the term of this agreement, the Union shall have the right to purchase from the Board any office equipment which is about to be replaced at a price equal to the trade-in value of said equipment.

ARTICLE II Rights of the Union (Continued)

H. It is hereby mutually agreed that the areas of faculty salaries, terms and conditions of employment and grievance procedures are outside the province of the faculty senate.

I. Upon request of the Union, the Board shall consult with the Union on matters of mutual concern.

J. The Union Chairman shall be entitled to speak at any public Board meeting immediately following the completion of committee and other official reports.

K. The Union Chairman or his designated representative shall have a maximum load of nine contact hours for each semester, and shall suffer no loss in pay and no loss of full-time status.

L. The Board will deduct from the pay of each member of the bargaining unit from whom it receives written authorization signed by the member to do so, the required amount of monthly Union dues. The dues and a list of employees from whose pay they have been deducted shall be forwarded to the Treasurer of the Union not later than ten (10) days after such deductions have been made.

ARTICLE III Rights of the Faculty.

A. It is hereby mutually agreed that each non-tenured member of the bargaining unit shall be evaluated at least twice annually; and that each tenured member of the bargaining unit shall be evaluated at least once annually; and that a copy of a written report of each such evaluation shall be furnished to him within fourteen (14) days. All faculty evaluations performed by supervisory personnel will be discussed with the faculty member and signed by him acknowledging discussion prior to being placed in his file. Any such material may be answered by the faculty member and such answer shall be attached to the evaluation in the file. No files shall be kept to which the member may not have access if the material therein refers to him and he may obtain copies of all such material. Exceptions to the above shall be:

(1) Any material predating his date of employment with the College.

(2) Any material originating with the member himself.

(3) Any material a copy of which has previously been made available.

B. Classroom observations:

(1) Classroom observations shall be used for the purpose of improving instruction and to aid in determining whether a faculty member may be promoted or retained. The observation shall be conducted within each department by the department chairman.

ARTICLE III Rights of the Faculty (Continued)

B. Classroom observations: (Continued)

(2) A faculty member may also be observed by a peer of the faculty member chosen by the Union. The peer shall be from the same department. In the event that the department consists of the chairman and only one faculty member, the peer may be selected from a related department within the same division. The report of the peer observation of the faculty member shall be attached to that of the chairman; and in the event the faculty member is recommended for promotion, the peer report shall be attached to said recommendation to be reviewed simultaneously by Dean, Vice-President, and the President in turn.

(3) Classroom observations must be based on observable instructional criteria provided in advance by the department chairmen.

(4) Classroom observations of non-tenured members of the bargaining unit shall take place twice annually and those of each tenured member of the bargaining unit at least once and no more than twice annually. However, further observation visits may be made by academic supervisors. In the event such further visits are made, the Union shall be notified before each visit is made and the supervisor shall make a report of the visit. A copy of the report shall be filed with the Union. A department chairman shall honor requests for additional classroom observations.

(5) The observation reports must contain a conclusive statement either positive or negative of the classroom observation. In the event the department chairman's evaluation is negative, a follow-up observation will be made by the department chairman. The department chairman will notify the faculty member of the date and time of the follow-up observation at least three (3) days in advance. The faculty member may request that the Union select a peer to accompany the department chairman at this follow-up observation.

(6) A copy of a written report of each observation shall be furnished to the faculty member within fourteen (14) days.

(7) All classroom observations performed by department chairmen shall be discussed with the faculty member and signed by him acknowledging discussion prior to being placed in his file.

(8) Any classroom observation may be answered by the faculty member within fourteen (14) days of signature by the faculty member, and such answer shall be attached to the evaluation in the file.

(9) A faculty member may request that the peer classroom evaluation be placed in his file.

ARTICLE III Rights of the Faculty (Continued)

C. Preference for adjunct positions:

(1) Members of the bargaining unit shall have preference for teaching at night and during summer of 1972 and 1973 sessions to the extent of two courses per semester.

(2) Irrespective of otherwise established rates, such members of the bargaining unit shall receive $269.00 per contact hour. If the standard rate paid to outside teachers for adjunct services exceeds $269.00, bargaining unit members shall be paid said higher rate.

(3) This provision in no way grants recognition to the Union as collective bargaining representative of the adjunct faculty.

D. Members shall not be required to work in unsafe or hazardous conditions nor to perform tasks which endanger their health or safety.

E. Assignments:

(1) A faculty member will not be assigned in an area in which he lacks preparation, except in cases where the faculty member, the administration and the Union agree this could be to the mutual advantage of the faculty member and the College.

(2) Any faculty member who assumes administrative duties and subsequently returns to instructor status shall resume all rights and privileges he would have had if he had continued in the faculty status without interruption.

F. Voice or Image Reproduction:

Under no circumstances will audio or video tapes or computer programs be used to reduce the number of teaching positions existing at the College in May, 1972, or to deprive any present faculty member of his teaching position.

It is understood and agreed that audio-video tapes, computer programs or other auto-tutorial devices may be used on the campus in 1972-74. It is also understood that large lecture sessions may be scheduled and that various other scheduling techniques may be used to maximize the benefits of advancing technology.

Before any change is made with respect to the present approach or methods of teaching a significant part of a course utilizing voice or image reproduction, including the utilization of large lecture sections using voice or image reproduction, it shall be reviewed by a committee consisting of four (4) faculty members appointed by the Union, four (4) administrators appointed by the Vice-President for Academic and Student Affairs, and the Dean of the Division involved, who shall chair the committee.

ARTICLE III Rights of the Faculty (Continued)

F. Voice or Image Reproduction: (Continued)

It shall be the duty of said committee to investigate the proposal, and to determine whether or not the proposed use of voice or image reproduction to teach a significant part of a course would reduce the number of teaching positions existing at the college in May, 1972, would deprive any faculty member of his teaching position, or would in any way modify or alter the terms and conditions of this agreement, and upon the committee's determination, the aforesaid proposed method of teaching a course should or should not be recommended to the Vice-President for Academic and Student Affairs for his implementation. If the committee, by a two-thirds (2/3) majority vote, recommends implementation to the Vice-President for Academic and Student Affairs, the proposal may be implemented and if the proposal fails to gain the two-thirds (2/3) majority vote, the proposal shall not be implemented within the term of this agreement, nor shall the proposal be initiated by non-bargaining unit members. The decision of the committee shall be final and binding upon Union and Board for the term of this agreement.

When the Board desires a bargaining unit member to make a tape or to produce a computer program, or when a bargaining unit member is interested in making a tape or producing a computer program, the Board and the teacher shall negotiate all terms and conditions involved in the production thereof, and the teacher shall have the right to be represented in the negotiations by any internal or external representative. The teacher shall be given the copyright ownership and may, on his own initiative, and assuming complete individual legal responsibility, market the individual program. The Board maintains the right of usage for any educational programs sponsored by the college for a period of three (3) years in return for the use of college time and equipment. In the event either the Board or an individual bargaining unit member initiates a request for a tape to be made, a duplicate copy of such request shall be forwarded by the Board to the Union.

The tapes and computer programs referred to above include only those involving material created by the faculty member or including his voice or image thereon.

Bargaining unit members may make audio-video tapes or computer programs for any educational programs at Middlesex County College at any time convenient to them, subject to the availability of facilities and supportive staff.

No faculty member shall be obligated by any administrative directive to use any particular method or approach to teaching in his assigned course provided that the teacher follows the stated course objectives.

The above committee shall be convened at the request of any member within ten (10) days of the request. In the notice the member shall state his belief that the proposal may reduce the number of teaching positions existing at the college in May, 1972, may deprive a faculty member of his teaching position or may modify or alter the terms and conditions of this agreement, and the reasons therefor.

ARTICLE III Rights of the Faculty (Continued)

F. Voice or Image Reproduction: (Continued)

In case of the absence of any member of the committee for any reason whatsoever, the Union or Board will select an alternate to attend said meeting.

G. Academic Freedom:

Members of the bargaining unit shall be guaranteed academic freedom.

H. Members' Schedule of Classes:

(1) Teaching faculty schedules of classes, to the maximum extent possible, shall be so arranged that faculty members fulfill their workload commitments in four (4) days, except when a bargaining unit member requests a five (5) day program, or when a class meets five (5) days of the week. Two (2) Union representatives shall have the right to discuss these schedules with the Vice-President for Academic and Student Affairs, three (3) weeks prior to finalizing schedules. Preference for four (4) day schedules shall be given on the basis of seniority within subject matter areas if it is not possible to give such programs to all members.

(2) Programs shall be issued to 95% of the teaching faculty at least three (3) weeks before the beginning of each semester, subject to change for unforeseeable reasons. Faculty shall be free to exchange teaching assignments, provided that the transferees are qualified to teach the course, subject to the approval of the Department Chairmen.

(3) Teaching faculty shall not be required to be present at the College on days when they do not have teaching assignments except as otherwise required by this agreement.

(4) Teaching faculty members shall not be required to be in attendance during Christmas and Spring recess, or on public holidays or during intersession or at other times when classes are not in session except when required to do so by the calendar.

(5) The President of the Union shall be permitted to check all faculty schedules in the office of the Vice-President for Academic and Student Affairs within three (3) days of the date they are issued to the faculty.

(6) In cases where any course had not been taught within three (3) years by the instructor, the instructor shall receive not less than sixty (60) days notice of the assignment.

ARTICLE III Rights of the Faculty (Continued)

I. Vacancies:

(1) Notice of any professional position vacancy, covered by this agreement, administrative or faculty, shall be circulated to the members of the faculty at least ten (10) days prior to its publication elsewhere. This provision shall not apply in the case of a vacancy created by the resignation of a bargaining unit member with less than thirty (30) days notice.

(2) All bargaining unit members who are applicants for such opening shall be notified of the disposition of their applications prior to publication of the name of the successful applicant.

(3) If the Board hires a new employee at a rank or rate of pay higher than that of a present employee in the department with equivalent academic training and years and types of experience, said present employee shall be promoted to the rank and/or pay of the newly hired employee. Initial determination shall be made by the President subject to review under the grievance procedure provided herein.

J. Outside Activities:

Any lawful activity by any member of the bargaining unit, shall not affect in any way his employment with the institution nor shall he be subject to reprimand therefor.

K. Admission to Courses:

(1) Faculty members are to be granted tuition free entrance for credit to any classes at Middlesex County College they desire, so long as there is no conflict with their own assignment.

(2) Faculty dependents (including husband or wife, children or legally adopted children or other related members of the household) are to be granted tuition free entrance for credit to any classes at Middlesex County College for which they meet entrance requirements.

L. A member shall at all times be entitled to have present a representative of the Union when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Union is present. Such Union representative shall be provided within seventy-two (72) hours of demand. The Union representative may participate in any aspect of such a meeting.

ARTICLE III Rights of the Faculty (Continued)

M. If a member of the bargaining unit wishes to initiate a discussion with any supervisor relative to rights under the contract, he shall be entitled to have present and be represented by a representative of the Union.

N. Bargaining unit members may request a change in the time and location of a class. Such request shall be directed to the Department Chairman who shall investigate the feasibility of the requested change by determining from the Registrar whether a classroom is available at the proposed new time and with the students as to whether they all concur or not.

O. When the majority of those teaching a particular subject determine that it would be better taught in two (2) seventy-five (75) minute periods than in three (3) fifty (50) minute periods, and if the Department and Division Chairmen and Vice-President for Academic and Student Affairs concur, the subject shall be scheduled accordingly.

P. Any member of the bargaining unit may be employed by others, or himself conduct a business or profession off campus, and this is not within the concern of the Board or its agents; but each faculty member shall limit all outside activities to the extent necessary to prevent impairment of his educational effectiveness at Middlesex County College.

Q. The Board shall provide adequate office space and equipment for each instructor. Adequate equipment shall include one desk, one file cabinet, one bookcase, one desk chair, and one visitor's chair, equivalent to the equipment provided for faculty in 1969-70. Adequate space shall be defined as the space required to house and to use the furniture enumerated herein. In addition to the above, each faculty office shall be equipped with an intercom telephone, which telephone shall be bridged to a switchboard extension.

R. The Board shall provide two-way telephones in the classroom areas and the Board and the Union shall agree, in writing, on the location of these telephones.

S. The Board shall provide classroom space and supplies for each instructor at the inception of the semester or as appropriate, including:

(1) Copies, exclusively for the instructor's general use, of all texts used in each course he is to teach, if not available gratis from the publisher.

(2) Adequate attendance books, paper, pencils, pens, and such other material required in teaching responsibilities.

(3) Gym uniforms for physical education instructors, smocks for art instructors, nursing uniforms for teachers of nursing, laboratory coats for lab instructors, appropriate protective apparel for technical education instructors, and any other material required for instruction.

ARTICLE III Rights of the Faculty (Continued)

T. The Board shall provide clerical assistance adequate to meet the needs of the faculty.

U. Textbooks and Other Teaching Materials:

Subject to the approval of Department Chairmen, all texts and other teaching materials shall be selected by the faculty members. Where multiple selections occur, faculty members involved shall, by majority vote, select the texts to be used. Selection shall be submitted on or before the date designated by the Vice-President for Academic and Student Affairs.

V. Travel:

Whenever personal transportation by automobile is required as a part of the regular duties of a faculty member, a college vehicle shall be used. If a college vehicle is unavailable, the faculty member may, at his option, use his personal vehicle in which event the Board will pay twelve (12¢) per mile from campus to destination and return, and will be responsible for indemnification pursuant to N.J.S.A. 18A:16-6, et. seq.; or use public transportation at Board expense, excluding taxis except under extenuating circumstances. Faculty members who do not hold valid driver's licenses shall not drive college vehicles and shall use public transportation at Board expense.

W. The Board shall make available in each new building used for offices or instruction adequate restroom and lavatory facilities exclusively for faculty use plus one (1) room which shall be reserved as a lounge for the faculty exclusively. The Board shall not reduce the number of lounges existing as of December 11, 1969, in any building.

X. The Board shall provide adequate parking facilities for faculty at no charge. Faculty spaces shall be distinctively marked and students shall be forbidden to park in them. Faculty shall at all times adhere to current parking and traffic regulations of the College. The location of faculty parking spaces is set forth in a memorandum dated August 24, 1972 and directed to all personnel, which memorandum is appended hereto as Appendix "C".

Y. Official Announcements:

The administrative officers of the college shall promptly make available to the faculty in the library any official announcements coming to their attention of grants available to the faculty and of new legislation of interest to the faculty.

Z. When need arises for reason of personal leave or leave to attend conventions, workshops, etc., teaching members may arrange with their qualified colleagues to cover their classes, or for the exchange of class assignments, subject to approval of the Department Chairmen.

ARTICLE III Rights of the Faculty (Continued)

AA. Student Grievances:

Whenever a student brings a grievance against a faculty member to the attention of a College administrator, the administrator shall make every effort to have the following procedure followed:

(1) The student shall be referred to the instructor involved for resolution of the grievance; or, if he does not wish to consult with the instructor on the grievance, he shall be referred to his faculty advisor.

(2) If the grievance cannot be resolved by consultation between the student and faculty member, the assigned faculty advisor shall mediate between them.

(3) If such mediation does not result in a resolution of the grievance, the student, instructor, and advisor, or any two of them, shall present the grievance to the chairman of the instructor's department.

(4) If the grievance cannot be resolved by the Department Chairman, it shall progress to the Division Chairman, and from him to the Dean of Faculty, and to the President.

ARTICLE IV Conditions of Employment

A. Requirements for Academic Rank:

(1) Teaching faculty:

a. Instructor: Masters Degree or thirty (30) graduate credits. Graduate work must be in areas relevant to teaching responsibility.

b. Assistant Professor: Masters Degree or thirty (30) graduate credits; plus fifteen (15) additional credits, plus five (5) years collegiate teaching* or ten (10) years secondary school teaching, or ten (10) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

OR

Doctorate in an area relevant to the field of teaching responsibility.

c. Associate Professor: Masters Degree; plus additional graduate credits to equal a total of seventy-five (75); plus seven (7) years collegiate teaching*, or fourteen (14) years secondary school teaching, or fourteen (14) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

OR

*2 years of high school teaching or 2 years of relevant business or industrial experience may be considered equivalent to one year of college teaching.

ARTICLE IV Conditions of Employment (Continued)

A. Requirements for Academic Rank: (Continued)

Doctorate: plus four (4) years collegiate teaching experience*, or eight (8) years secondary school experience, or eight (8) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

d. Professor: Doctorate; plus ten (10) years collegiate teaching experience*, or twenty (20) years secondary school experience, or twenty (20) years business or industrial experience. Graduate work or business or industrial experience must be in areas relevant to teaching responsibility.

The word "Doctorate," as used herein, shall be construed to include completion of all requirements for a doctorate except the dissertation.

(2) Student Personnel Division:

a. Instructor: Masters Degree

OR

Baccalaureate Degree; plus five (5) years of appropriate experience.

b. Assistant Professor: Masters Degree; plus five (5) years of appropriate experience.

OR

Baccalaureate Degree; plus ten (10) years of appropriate experience.

OR

Doctorate.

c. Associate Professor: Doctorate; plus five (5) years of appropriate experience.

OR

Masters Degree; plus thirty (30) additional graduate credits; plus ten (10) years of appropriate experience.

d. Professor: Doctorate; plus ten (10) years of appropriate experience.

*2 years of high school teaching or 2 years of relevant business or industrial experience may be considered equivalent to one year of college teaching.

ARTICLE IV Conditions of Employment (Continued)

A. Requirements for Academic Rank: (Continued)

(3) Librarians:

(a) Instructor: Masters Degree or thirty (30) graduate credits in Library Science.

(b) Assistant Professor: Masters Degree or thirty (30) graduate credits in Library Science; plus five (5) years of appropriate experience.

(c) Associate Professor: Masters Degree; plus thirty (30) additional graduate credits, both in Library Science; plus ten (10) years of appropriate experience; or Doctorate; plus four (4) years of appropriate experience.

(d) Professor: Masters Degree; plus thirty (30) additional graduate credits, both in Library Science; plus fifteen (15) years of appropriate experience; or Doctorate; plus ten (10) years of appropriate experience.

(4) Nothing in the above requirements for rank shall be applied to effect a reduction from present rank of any faculty member.

(5) Wherever "secondary school teaching" is used, it shall be interpreted to include any teaching above eighth (8th) grade and below the level of college teaching.

(6) Whenever "collegiate teaching" is used, it shall be interpreted to mean teaching in an accredited institution of higher learning including four-year (4) college teaching, two-year (2) college teaching, university college teaching, Basic Diploma Schools of Nursing teaching or as graduate teaching assistants who carried full teaching responsibilities.

(7a) To satisfy graduate credit requirements one year of "business or industrial experience" may be substituted therefor, with each year of such experience the equivalent of six (6) graduate credits, provided the same years of experience may not be used to satisfy the educational requirement and the experience requirements.

(7b) A Professional Engineer's license or CPA certificate shall be considered equivalent to fifteen (15) graduate credits or five (5) years' secondary teaching or industrial experience.

(7c) Relevant undergraduate credit may be substituted for graduate credits upon approval of the Department Chairman.

(7d) Thirty (30) graduate credits relevant to the teaching responsibility shall be considered equal to a Master's Degree.

ARTICLE IV Conditions of Employment (Continued)

A. Requirements for Academic Rank: (Continued)

(8) Adjunct teaching at this or other colleges shall be equated to full-time teaching for meeting any requirements of rank on the basis of thirty (30) contact hours being equal to one year of full-time teaching, provided that during the period for which adjunct credit is claimed, full-time college teaching credit is not claimed.

(9) Notwithstanding any other provision of this agreement, it is mutually understood and agreed that the President of the College may waive the standard requirements for appointment or promotion to any academic rank with respect to any individual who, in the President's judgement, can make a significant contribution to the College; it being understood that this prerogative shall not be used to effectively discriminate against any member of the bargaining unit.

B. Promotion:

(1) To be considered for promotion, faculty members must submit requests on forms provided by the academic dean, on or before February 1.

(2) The application for promotion shall be submitted to a faculty selection committee (three (3) faculty elected by secret ballot from department or related departments). The committee shall pass upon eligibility for promotion and recommend in priority order if more than one (1) teacher is being recommended for the same rank. A minority report may be forwarded.

(3) The faculty selection committee shall evaluate faculty nominated by the committee and recommend faculty for promotion in rank to the dean of the division. The dean will also receive recommendations from the department chairman.

(4) The dean shall recommend faculty for promotion to the Vice President, using a priority list for each different rank, and stating positive reasons to support each recommendation.

(5) In the event there are not sufficient reasons to recommend further an individual who has been recommended by either the chairman or the faculty committee, the dean shall so inform the individual involved. In the case of rejection by the department chairman, the dean of the chairman's division shall state the department chairman's reasons for rejection in writing, to the individual involved. In the case of rejection by the dean of the chairman's division, the dean shall state his own reasons for rejection in writing to the individual involved.

(6) The Vice President shall submit the recommendations of the dean, together with his own, to the President. In case of rejection by the Vice President, he shall state his reasons for rejection in writing. The President, after reviewing the recommendations, will make his recommendations to the Board of Trustees, whose decision is final.

ARTICLE IV Conditions of Employment (Continued)

C. Employment Contracts:

The Board shall issue individual employment contracts to all members of the bargaining unit who are to be reappointed for the academic years 1972-73 and 1973-74 not more than thirty (30) days after the official execution of a labor contract between the parties covering said years. Individual contracts shall not be issued prior to said execution. The individual contract shall be in the form appended hereto and marked Appendix A. Those members to be employed for the academic year 1972-73 and 1973-74 must report to the office of the Vice President for Academic and Student Affairs not later than June 10, 1973, or June 10, 1974, or thirty (30) days after receipt, whichever is later, to execute their individual employment contracts, and to receive a signed copy in exchange. Failure to do so will constitute a declination of the appointment.

D. Tenure:

Members of the bargaining unit shall attain tenure in accordance with the provisions of N.J.S.A. 18A:60-1 et. seq. and shall be protected by the provisions thereof.

E. Probation:

(1) All members of the bargaining unit will serve a probationary period not to exceed three (3) years. During the probationary period, the bargaining unit member will receive annual contracts.

(2) Members of the bargaining unit on probationary status whose contracts are not to be renewed will be notified in writing by the appropriate supervisor not later than January 31, 1973 or January 31, 1974, depending upon the year involved.

(3) If the faculty member chooses to appeal the decision of non-renewal, the procedure set forth hereafter in Article IV-G shall be initiated by his written request not later than February 15, 1973, or February 15, 1974, depending upon the year involved.

F. Retrenchment and Rights of Reemployment:

(1) Tenured bargaining unit members who are retrenched are entitled to reemployment rights as per New Jersey statute (N.J.S.A. 18A:60-3).

(2) Non-tenured bargaining unit members are to be accorded rights granted by said statute above as follows:

(a) One-semester employees who are retrenched are entitled to no reemployment rights.

(b) Employees retrenched at the end of their second (2nd), third (3rd), or fourth (4th) semesters shall be granted reemployment rights pursuant to N.J.S.A. 18A:60-3 for a period of one (1) year from the date the retrenchment is announced.

ARTICLE IV Conditions of Employment (Continued)

F. Retrenchment and Rights of Reemployment: (Continued)

(c) Employees retrenched at the end of their fifth (5th) or sixth (6th) semesters shall be granted reemployment rights pursuant to N.J.S.A. 18A:60-3 for a period of two (2) years from the date the retrenchment is announced.

(3) The process by which an employee is rehired under the provisions of this Article shall be the standard process for the hiring of academic employees in effect as of July, 1972.

G. Process by Which Determination for Non-Renewal of a Probationary Contract shall be Made -- Hearing:

(1) Department Chairman will, on the basis of his evaluation of the teacher, determine that he does not wish to recommend the teacher for further employment. After a personal interview with the teacher, in which his evaluations will be reviewed, the chairman shall inform his division dean of the decision.

(2) Division Deans will review the decision with the department chairmen and will also interview the individual involved to hear his side of the story. If the decision of the department chairman has primarily to do with classroom performance of the teacher, the division dean will make his own independent evaluation of said performance (in the event that the dean and department chairman are the same person, everything contained in this paragraph shall apply to the Vice-President for Academic and Student Affairs or his designee).

(3) The Vice-President for Academic and Student Affairs will review with all division deans all decisions for non-reemployment within their respective jurisdictions. The Vice-President for Academic and Student Affairs will interview each individual involved, to hear his side of the story.

(4) The Vice-President for Academic and Student Affairs will review with the President all cases in which individual teachers are not to be recommended for reemployment. The President, after interviewing each individual involved, will determine whether or not said individuals are to be recommended to the Board for reemployment.

(5) If, after the process detailed in steps 1 through 4 above has been completed, the President decides not to recommend any teacher for reappointment, he shall so inform the teacher in writing, stating the reason or reasons for the failure to recommend.

(6) In the event that an individual whose probationary contract is not to be renewed believes that the decision not to renew is arbitrary, capricious, or discriminatory, or motivated by personal animosity, he may request and shall be granted a hearing before the Employee Relations Committee of the Board of Trustees.

ARTICLE IV Conditions of Employment (Continued)

G. Process by Which Determination for Non-Renewal of a Probationary Contract shall be Made -- Hearing: (Continued)

(7) Following any hearing under the provisions of item 6 above, the Employee Relations Committee of the Board will present its findings to the President for his consideration in determining whether or not his decision not to recommend the individual should be reversed.

ARTICLE V Faculty Benefits

A. Paid Leaves of Absences:

(1) Sick Leave:

(a) Sick leave shall be granted to faculty pursuant to the provisions of N.J.S.A. 18A:30-1 et. seq.

(b) The Board shall contribute in September, 1972, five (5) days times (x) the number of bargaining unit members employed in that month to a "sick leave bank"; and in September, 1973, shall replenish the bank to the extent necessary to make the total deposit five (5) times (x) the number of members in the bargaining unit in September, 1973.

(c) Whenever a bargaining unit member becomes aware that he will miss a class or other assigned duty because of illness, he shall notify his chairman or immediate supervisor and the Union.

(d) The Union undertakes to have classes of a member who is absent due to illness covered by another qualified instructor whenever possible, without extra remuneration. Absences which have been covered under this provision shall not be charged to the absent member's sick leave account.

(e) Whenever a bargaining unit member exhausts sick leave accumulated under paragraph (a) above, he shall be credited with additional sick leave as needed from the sick leave bank.

(f) Union undertakes to have bargaining unit members report to their department chairmen every physical absence from campus on a day when the member is scheduled to be present. Proof of the failure of a member to report any such absence, and the reason therefor, to his chairman shall result in his inability to participate in the sick leave bank for the balance of the academic year.

(g) In the event that the sick leave bank becomes depleted prior to June 30, 1973, additional sick leave shall be granted by the Board upon the establishment of the following facts:

(1) That the individual is physically unable to return to duty after exhaustion of accumulated sick leave, as established by a physician's certificate.

ARTICLE V Faculty Benefits (Continued)

A. Paid Leaves of Absences: (Continued)

(1) Sick Leave: (Continued)

(g)(2) That there is no record of abuse of sick leave privileges in the past by the individual involved.

(h) Should the number of days in the sick leave bank be depleted prior to June 30, 1973, additional days shall be added under the conditions and pursuant to the provisions of 1971-72 Article V-A-1.

(2) Bereavement:

Leave not to exceed three (3) days will be allowed for each death in the immediate family of the faculty member. The immediate family shall be defined as spouse or children, parents or parents-in-law, siblings or siblings-in-law, or other members of the faculty member's household. Two (2) additional days shall be allowed in the event of the death of a spouse or child.

(3) Family Illness:

In the case of critical illness of a member of the faculty member's household, leave of not more than five (5) days per academic year, non-accumulative, shall be granted.

(4) Jury Duty:

Faculty members shall be excused from work for jury duty, and shall be paid regular salary less the jury fee for such periods of service.

(5) Court Appearance:

A faculty member who is lawfully subpoenaed to appear before a court or similar agency shall be granted leave sufficient to cover such appearance, provided the reasons therefor involve no moral turpitude on his part.

(6) Sabbatical Leaves:

Sabbatical leaves shall be granted by the Board subject to the following conditions:

(a) The faculty member must have completed seven (7) years continuous service at the College, since beginning service or since his last sabbatical leave.

(b) The leave must be applied for at least one (1) year in advance with the specific study or research purpose clearly stated in the application.

(c) Applications shall be submitted to a committee consisting of three (3) persons appointed by the Union and three (3) persons appointed by the President.

ARTICLE V Faculty Benefits (Continued)

A. Paid Leaves of Absences: (Continued)

(6) Sabbatical Leaves: (Continued)

(d) After careful consideration of all applications, the committee shall recommend to the President the names of persons to be in turn recommended to the Board for a leave. In the event of a tie vote on the committee, the President shall vote to break the tie.

(e) Not more than ten (10%) percent of the eligible faculty may be on sabbatical leave at any one time.

(f) Sabbatical leave may be one (1) semester or two (2) semesters in duration. Full salary will be paid for a one-semester leave, and half-salary for a two-semester leave.

(7) Personal Leave:

Reasonable leave shall be permitted for matters which cannot be cared for in free time and which would result in legal, business, or family disadvantage if not covered at the appropriate time. Such leave shall be arranged in advance and the faculty member shall make every effort to have his responsibilities met in his absence. This leave will be at regular pay and shall not exceed two (2) days per year.

(a) Personal leave shall also apply to religious holidays. Teachers whose religious beliefs require their absence on days when classes are scheduled shall so notify their department chairman in advance, and shall be responsible for arranging coverage for their classes for the day of the absence. The department chairman shall be notified of the manner or means of such coverage, which shall be at the discretion of the teacher.

B. Documentation:

(1) The President or his designee will inform every member of the collective bargaining unit on or before September 15 of each year as to the number of sick days accumulated to his credit as of June 30 next preceding.

(2) Members of the bargaining unit absent because of illness or physical disability will cause the fact to be reported to the respective department chairman's office in advance of the next assigned class meeting or other obligation unless physically unable to do so, in which case, they shall do so at the earliest time possible. The Board may require proof by certificate of a physician of inability to timely report.

C. Unpaid Leaves of Absence:

(1) A leave of absence of up to two (2) years shall be granted to any tenured faculty member upon application for the purpose of advanced study. The Board may extend such leave beyond the two-year (2) limit if it so desires. Upon presentation of satisfactory evidence of completion of a graduate program relevant to his field of teaching, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.

ARTICLE V Faculty Benefits (Continued)

C. Unpaid Leaves of Absence: (Continued)

(2) A leave of absence of up to two (2) years shall be granted to any faculty member upon application for the purpose of participating in exchange teaching programs in other states, territories or countries, or a cultural program related to his professional responsibilities, provided said faculty member states his intention to return to this College. Upon return from such leave, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.

(3) A military leave of absence shall be granted to any faculty member drafted for military duty or who shall be required to serve in any branch of the Armed Forces of the United States. Military leave shall also be granted for periods of time for the purpose of fulfilling commitments to the National Guard or any reserve component of the United States Armed Forces during periods of crises or emergencies. Upon return from such leave, in accordance with the requirements of applicable law for the retention of reemployment rights, a faculty member shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.

(4) A leave of absence of up to two (2) years shall be granted to any faculty member upon application for the purpose of serving as an officer of any professional organization or on its staff. The Board may extend such leave beyond the two-year limit if it so desires. Upon return from such leaves, such faculty members shall be placed at the same position on the salary schedule that they would have attained had they taught in the College during such period.

(5) A faculty member who is elected or appointed to a political office which requires his absence from duty with the College for an extended period of time shall be granted a political leave of absence without pay. Should he be reelected or reappointed to the same political office for an ensuing term, or elected or appointed to a different political office, his leave of absence shall be terminated. Upon his return at the end of two (2) years, he shall be placed at the same position on the salary schedule that he would have attained had he taught in the College during such period.

(6) Maternity leave for a maximum period of one (1) year shall be granted subject to some adjustment by the administration to avoid schedule conflict. Upon request, the Board may extend such leave beyond the one-year limit if it so desired.

(7) A faculty member on unpaid leave shall retain all credit toward sabbatical leave, but shall not accrue additional credits while on leave.

ARTICLE V Faculty Benefits (Continued)

C. Unpaid Leaves of Absence: (Continued)

(8) The benefits described in section "C," Article V, hereof shall be available to tenured faculty members. Maternity leave shall also be granted to probationary members. At Board discretion, probationary faculty members will be granted other benefits described in section "C," Article V, hereof. Military leave will be available to all faculty members. The Board will maintain payments for health and pension benefits of employees who are not otherwise covered for health and pension benefits while they are on leave under section "C," Article V, hereof.

(9) Applications or letters of intent to apply for leaves under this section must be received on or before April 15 of the year preceding the year of the leave; or, in the event the leave is to be for the spring semester only, by the prior October 15. This provision does not apply to maternity or military leaves, in which cases notice shall be given as soon as practicable.

(10) Where leaves under this section are granted, the absent member's duties may be covered by the use of adjuncts for the first semester of the leave.

D. If at the time of termination of employment a member of the bargaining unit has accumulated vacation time, he shall be compensated for it in cash up to twenty-one (21) days.

ARTICLE VI Grievance Procedure

A. A grievance is a claim or complaint by a member of the bargaining unit, a group of members of the bargaining unit, or the Union itself, hereinafter referred to as a "GRIEVANT," based upon an event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation or misapplication of any provision of this agreement or of any existing rule, order, or regulation of the Board of Trustees.

(1) It is understood and agreed that no grievance arising out of an event and/or alleged violation, misinterpretation, or misapplication of any provision of this agreement during the period July 1, 1972, to September 14, 1972, will be recognized except those alleging violations of paragraphs of the 1971-1972 contract which remain entirely intact in this agreement.

B. In the event that a Grievant believes he has a basis for a grievance, he shall first informally discuss the basis for the grievance with his department or division head or the appropriate administrator either pro se or through representation by the Union.

ARTICLE VI Grievance Procedure (Continued)

C. If, after the informal discussion with the division or department head or administrator, an adverse decision or no decision has been rendered within seven (7) calendar days, the Grievant may within two (2) weeks of the expiration of that period, invoke the formal grievance procedure in writing signed by the Grievant and the Union. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by him.

D. Within seven (7) calendar days from the date of filing, the President or his designee shall meet with the Grievant and the Union in an effort to resolve the grievance. A tape recording shall be made of the meeting. The President or his designee shall indicate his disposition of the grievance in writing within seven (7) calendar days of said meeting to the Grievant and to the Union.

E. If either the Union or the Grievant is not satisfied with the disposition of the grievance by the President or his designee, or if no disposition has been made within the time limits in paragraph D, the grievance shall be transmitted within two (2) weeks to the Board of Trustees by filing a written copy thereof with the Chairman of the Employee Relations Committee of the Board. The Board shall review the record of the President's meeting and shall dispose of the grievance within ten (10) days in writing to the Union, and shall state its reason in the event the grievance is denied.

F. If either the Union or the Grievant is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph E, and it shall involve "An event which affects a condition of employment, discipline, or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of the Agreement or any existing rule, order or regulation of the Board of Trustees," it may within fifteen (15) days after receipt of notification of the decision of the Board of Trustees be appealed to arbitration. Such appeal shall be in writing and shall be mailed to the American Arbitration Association, or to the Public Employment Relations Commission, and the Board of Trustees within said fifteen (15) day period, and if not so mailed, the grievance shall be deemed abandoned and terminated. If the parties are unable to agree upon an arbitrator, he shall be appointed under the rules of the American Arbitration Association or the Public Employment Relations Commission.

The arbitrator so selected will be requested to confer with the parties and hold hearings promptly and to issue his decision not later than twenty (20) days from the date of the close of the hearing.

The arbitrator shall have no power to alter, modify, add to, or subtract from the provisions of this agreement. His authority shall be limited to deciding the disposition of the "Event which affects a condition of employment, discipline or discharge, and/or alleged violation, misinterpretation, or misapplication of any provision of this Agreement or any existing rule, order, or regulation of the Board of Trustees" and shall be subject to, in all cases, the rights, responsibilities, and authority of the parties. The arbitrator's fee and expenses shall be shared equally by the Board and the Union.

ARTICLE VI Grievance Procedure (Continued)

F. (Continued)

The decision of the arbitrator, if within the scope of his authority as above set forth, shall be final and binding.

G. Persons who may be required by either party to be present for the purpose of this Article are defined as the Grievant, not more than two (2) Union representatives, the Board representatives, and witnesses. When hearings are held during working hours, persons required to be present shall be excused without loss of pay.

H. No reprisals of any kind shall be taken against any member for participating in any grievance. If any member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he shall be restored to his former position with full reimbursement of all professional compensation lost. The arbitrator shall be empowered to make a compensatory reward.

I. The number of days indicated at each level shall be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

J. Board shall furnish Union with a copy of the tape record of the President's meeting at Union expense.

K. No grievance shall be adjusted without prior notification to the Union and an opportunity for a Union representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

ARTICLE VII Professional Behavior

A. Faculty members are expected to comply with reasonable rules, regulations and directions adopted by the Board or its representatives from time to time which are not inconsistent with the provisions of this Agreement, provided that a faculty member may reasonably refuse to carry out an order which threatens physical safety or well-being or if professionally demeaning.

B. If, in the opinion of a duly appointed administrator, a member of the bargaining unit has violated any provision of this Agreement or any rule, regulation, or direction, promulgated pursuant to paragraph A above, the administrator shall first attempt to resolve the matter informally. If the matter cannot be so resolved, the administrator shall inform the unit member involved and the Union in writing of the alleged violation and shall establish a date and time for a hearing at which the unit member shall be required to show cause why he should not be reprimanded for said violation. The date of the written notice shall in no event be later than fifteen (15) school days after the date of the alleged violation. The notice shall be specific as to the date, time, and nature of the alleged violations. Following the hearing, the administrator shall within thirty (30) days reprimand the unit member or the matter shall be deemed to be terminated.

ARTICLE VII Professional Behavior (Continued)

C. Prior to cancellation of any classes, faculty member shall obtain approval of department or division chairman. Should the faculty member be unable to contact either chairman to obtain such approval, he shall notify the department or division chairman as soon as possible after the cancellation.

ARTICLE VIII Changes in Policy and Pay Positions

A. The Board agrees that it will make no changes in existing policy relative to wages, hours, and other conditions of employment without appropriate prior consultation and negotiations with the Union.

B. The determination of the duties and the rate of pay for all new positions or possible changes in current positions within the College which would result in diminution of the duties of members of the bargaining unit shall be negotiated with the Union prior to the implementation by the Board.

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits

A. Paydays:

The Board shall prepare monthly payrolls throughout the fiscal year. Members of the bargaining unit shall be paid one-half of the net amount due them for each month on the fifteenth (15th) and thirtieth (30th) of the month, or on the last school day prior to the fifteenth (15th) and thirtieth (30th) if the fifteenth (15th) or thirtieth (30th) should fall on a weekend or holiday. Board agrees to arrange, with a bank to be chosen by the member, for a 24-payment plan for any individual bargaining unit member on a ten-month contract who elects such plan. The plan shall provide that interest on deferred payment shall be paid to the member.

B. Compensation:

(1) Each member of the bargaining unit who is reemployed for the September, 1972 academic year shall receive a salary amounting to 105.5% of the salary received by him as per the 1971-1972 agreement.

(2) Members on twelve-month contracts shall receive 115% of the above increases retroactive to July 1, 1972. Salary payments at the new rates shall begin, and retroactive payments due shall be made, not later than fifteen (15) days after ratification and execution of this Agreement by both Union and Board.

(3) In the event that an individual is promoted into the next higher academic rank than he currently holds, he shall be paid a promotion increase, additional to his standard increase, pursuant to the following schedule:

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits (Continued)

B. (3) (Continued)

Promotion to Instructor's Rank.....$ 400.00

Promotion to Assistant Professor.....$ 600.00

Promotion to Associate Professor.....$ 650.00

Promotion to Full Professor.....$ 750.00

C. It is mutually agreed that no member of the bargaining unit shall be paid for the 1972-73 year a salary which is less than the minimum salary for the rank assigned to him.

D. For purposes of implementing this Agreement, the following shall be minimum salaries:

	Ten-Month Employees	Twelve-Month Employees
Assistant Instructor	$ 8,102.00	$ 9,318.00
Instructor	9,062.00	10,422.00
Assistant Professor	10,874.00	12,505.00
Associate Professor	13,006.00	14,957.00
Professor	15,458.00	17,777.00

E. Overload:

No faculty member shall be required to work beyond the basic load set forth. Faculty may, however, voluntarily handle an overload during the regular College day subject to the approval of the President. In such cases, the overload shall be compensated at the rate of 6-2/3% of his regular salary for each contact hour of overload.

F. Student Roster Load:

Members of the bargaining unit shall teach not more than one hundred fifty (150) students per semester and not more than seventeen (17) contact hours per week per semester nor more than thirty (30) contact hours per academic year, with the following exceptions:

If, in the opinion of the Division Dean and the Registrar it is necessary to assign eighteen (18) contact hours to a member of the bargaining unit within one (1) semester, such assignment shall be made; provided that in that semester preparations shall be limited to two (2); and that the limit of thirty (30) contact hours per academic year shall apply in any event.

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits (Continued)

F. Student Roster Load: (Continued)

The following exceptions shall apply:

(1) Teachers of more than one (1) section of English composition in any semester shall be limited in that semester to one hundred (100) students spread over not more than twelve (12) contact hours; and in the other semester of the same academic year to not more than fifteen (15) contact hours.

(2) Teachers whose load consists of nine (9) or more contact hours of physical education activity courses or Health Education in any one semester shall be limited in that semester to two hundred (200) students spread over not more than sixteen (16) contact hours.

(3) No teacher shall be assigned a load consisting entirely of Health Education courses; but any teacher may request and be granted a load consisting of Health Education exclusively and may assume such load at his option.

(4) Teachers having three (3) or more sections of typing lab in any one (1) semester shall be limited in that semester to one hundred fifty (150) students spread over not more than sixteen (16) contact hours.

(5) "Student" shall be defined as a name on a class roster; so that should one (1) individual be listed on two (2) class rosters assigned to the same teacher, he shall be counted as two (2) students for purposes of computing said teacher's load limit in this section.

G. Board agrees to pay coaches during the 1972-73 academic year pursuant to the following schedule:

Basketball (Men)	$ 1,368.00
Wrestling	1,222.00
Soccer	1,068.00
Baseball	1,068.00
Cross Country	560.00
Golf	560.00
Tennis (Men)	560.00
Tennis (Women)	480.00
Basketball (Women)	560.00
Field Hockey	501.00
Intra-Mural	1,068.00
Trainer	1,068.00
Assistant Baseball	534.00

H. The number of students in any laboratory section shall not exceed the number of fixed stations in the assigned room.

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits (Continued)

I. Work Load:

(1) Contact hours shall include any regularly scheduled instructional activity.

(2) The assignment of any member shall span no more than seven (7) hours from the beginning of the first class to the end of the last class in the same day. No duties of any teacher shall require his attendance on any day before 8:00 a.m. nor after 5:00 p.m. nor of any Saturday or Sunday, except when the teacher and the Board mutually agree.

(3) Class preparation shall be normally limited to two (2) per semester, with three (3) preparations per semester and five (5) per year as maximums.

(4) Faculty members shall be obligated to devote five (5) hours per week to counseling students; said hours to be arranged by specific appointment with students. Faculty members are not obligated to make appointments with students on days on which the faculty members have no classes.

(5) Members of the bargaining unit attending those functions for which academic attire is required shall have said attire furnished by the College.

(6) Teachers shall attend faculty orientations and faculty workshops as provided on the academic calendar negotiated between the Union and the Board.

(7) Attendance at General Faculty Meetings called by the President.

The President may call any number of General Faculty Meetings at his discretion. Attendance by faculty at three (3) such meetings per academic year shall be mandatory, and the notices of meetings at which it is to be mandatory shall so indicate. Attendance at all other meetings shall be optional. However, the President reserves the right to require the attendance of all faculty members at a meeting called for the purpose of dealing with an emergency. Emergency meetings shall not be called until mandatory meetings have been exhausted. The notice of such meeting shall indicate that an emergency exists.

(8) Teachers may be required to attend not more than one Departmental Meeting per month provided that such meetings are called only on Mondays through Fridays. Members shall be excused at 5:00 p.m. upon presentation of a legitimate reason.

(9) Teaching members shall act as academic advisors to students provided that no member shall be assigned more than twenty-five (25) students.

(10) Teachers shall not be required to be present during exam periods unless they are assigned as proctors or stand-by proctors.

(11) Teachers shall not be required to perform any duties other than those provided herein.

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefits (Continued)

J. Counselors, Librarians and Other Non-Teaching Faculty Members' Work Load:

(1) Shall work no more than thirty-five (35) hours per week over the five consecutive day period, Monday through Friday, on regular assignments. Work hours during July and August may be from 8:00 a.m. to 4:00 p.m., or 9:00 a.m. to 5:00 p.m. at the option of the employee.

(2) Shall work no more than eight consecutive hours, including a one (1) hour lunch period in any one (1) day nor shall be required to work a split shift.

(3) Work performed on Sundays and School Holidays as set out in the school calendar shall be compensated at double time and hours in excess of thirty-five (35) hours in a given week or seven (7) hours in a given day shall be compensated at the rate of one and one-half ($1\frac{1}{2}$) times the individual's computed hourly rate.

(4) Non-teaching members of the bargaining unit shall not be required to work more than 225 days annually on a twelve-month (12) schedule with provision for a one-month (1) vacation.

(5) The counseling staff will provide all essential services as prescribed by the College which are necessary for, and related to the counseling program at Middlesex County College. These services shall be consistent with the best practices of professional counseling.

(6) Non-teaching members of the bargaining unit shall not be required to perform any duties other than those provided for them herein.

K. Bargaining unit members shall be entitled to reimbursement not to exceed Twenty ($20.00) Dollars in May, 1973 and May, 1974, for dues to professional organizations relative to their respective fields of teaching.

L. Bargaining unit members shall be entitled to a physical examination by the College physician once during the contract year at Board expense. The report on said physical shall be given in confidence to the employee, and shall not be made available to the Board or its agents.

M. Military Service Pay:

When a member is called to active service in the military establishment of the United States, or in the National Guard, for a period not exceeding thirty (30) days, he shall continue to receive his salary from the College less his compensation from the service.

N. The Board shall provide, without cost to members of the bargaining unit, full family health care benefits to the extent and under the same terms and conditions as provided in the 1969-70 contract year, with the following additions:

ARTICLE IX Salary, Work Load, Class Size and Fringe Benefics (Continued)

N. (Continued)

(1) The maximum scheduled benefits for surgery shall be increased by one-third (1/3).

(2) The maximum benefits for maternity shall be increased by two-thirds (2/3).

(3) The maximum amount payable for doctor's visits in the hospital shall be Eight ($8.00) Dollars.

(4) X-ray and laboratory tests shall be unscheduled rather than scheduled.

(5) The limit on major medical coverage shall be increased from Ten Thousand ($10,000.00) Dollars to Fifteen Thousand ($15,000.00) Dollars.

ARTICLE X Miscellaneous

A. Adjunct personnel shall not be employed to teach more than fourteen (14) contact hours in any department, subject to the exceptions listed in Article IX F of the Agreement.

(1) In the event of a change in the projected number of sections in any curriculum after June 15, adjunct faculty members may be appointed to teach up to thirty (30) contact hours to handle additional sections resulting from said change; however, in the following spring semester the restrictions set forth in paragraph 1 hereof shall apply.

(2) In the event of a resignation of a bargaining unit member after June 15th, his position may be filled by adjuncts for the fall semester only.

B. The Academic Calendar shall be as negotiated between the Union and the Board and appended hereto as Appendix B.

C. The Board shall negotiate and agree upon the 1973-1974 Calendar with the Union before it is adopted.

D. Application and Distribution of Labor Contract:

(1) This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any constitutional or by-laws provision of the Union heretofore in effect.

(2) Copies of this Agreement shall be presented to all instructors now employed or hereafter employed by the Board. The Faculty Manual shall be available on the first day of classes of each year.

(3) If any provision of this Agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full effect.

ARTICLE X Miscellaneous

E. Negotiations may be initiated periodically at the written request of either party. Items specifically covered by this Agreement shall not be subject to further negotiations during the term of this Agreement. The Union and Board bargaining representatives shall meet unless otherwise mutually agreed within four (4) days of the receipt of the communication and shall continue to meet until the matter to be negotiated has been resolved by agreement.

ARTICLE XI Duration of the Agreement

This Agreement shall be effective as of July 1, 1972 and shall continue in effect until June 30, 1974.

Notwithstanding anything contained in Article I-B hereof, the Union and Board agree to negotiate salaries and fringe benefits for 1973-1974 and also the 1973-1974 calendar beginning on or about January 1, 1973.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

All monies due shall be paid within fifteen (15) days after ratification of this Agreement by both Union and Board.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this day of , 1972.

THE FACULTY ORGANIZATION OF
MIDDLESEX COUNTY COLLEGE
LOCAL 1940, AFT. (AFL-CIO)

_____
Chairman

THE BOARD OF TRUSTEES OF
MIDDLESEX COUNTY COLLEGE

_____
Chairman

_____
Secretary

APPENDIX A

This Agreement, entered into this_____ day of _____, 1972, by and between the Board of Trustees of Middlesex County College, a corporation organized pursuant to R.S. 18A:64A-1 et. seq., hereinafter referred to as "Board of Trustees"; and _____ hereinafter referred to as "Faculty Member";

WITNESSETH:

1. The Board of Trustees does hereby agree to employ and does hereby engage in employ the Faculty Member as a _____ (1) in the _____ (2) Department (under tenure)_____ (3) at the Middlesex County College for the _____ (4) year 1972-1973, at the salary of $_____ (5) with the rank of_____ (6).

2. Both parties acknowledge and agree that the Agreement between the Board of Trustees of Middlesex County College and Faculty Organization of Middlesex County College, Local 1940, AFT, (AFL-CIO), for the school year 1972-73 is expressly made a part of this employment contract, and the parties hereto agree to be bound by all of the terms and conditions of said contract for the period said Agreement is in effect, provided that neither party waives hereby any rights under the laws of the State of New Jersey in effect at the time of claiming hereunder.

3. The Faculty Member agrees to accept the employment aforesaid and agrees to faithfully do and perform the duties under the aforesaid employment.

IN WITNESS WHEREOF, the parties hereto cause these presents to be signed and sealed or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed the day and year first above written.

THE BOARD OF TRUSTEES OF THE
MIDDLESEX COUNTY COLLEGE

ATTEST:

BY:_____
FRANK M. CHAMBERS, PRESIDENT
MIDDLESEX COUNTY COLLEGE

_____

WITNESS:

FACULTY MEMBER:

_____

_____

APPENDIX A

(Continued)

NOTE:

1. In this space shall be inserted professional occupation, such as teacher, counselor, etc.

2. In this space shall be inserted the department or division in which he is to be employed.

3. "Under tenure" shall appear only in those contracts where member has tenure on the first day of employment under this contract.

4. This shall read "fiscal" for 12-month employees; "academic" for all other employees.

5. Here shall appear annual salary for either academic or fiscal year as appropriate.

6. Here for each member shall appear his academic rank, if any.

This is subject to approval by counsel for both parties.

AGREED

APPENDIX B

MIDDLESEX COUNTY COLLEGE
EDISON, NEW JERSEY

COLLEGE CALENDAR
1972-1973

Calendar for Ten-Month Bargaining Unit Members

1972

Sept. 1	Orientation for new faculty
Sept. 5	Orientation for all faculty
Sept. 6	Orientation - advisors meet with advisees
Sept. 7	Orientation - advisors meet with advisees
Sept. 8	Classes begin - Fall Semester
Oct. 9	Holiday (Columbus Day)
Oct. 23	Holiday (Veteran's Day)
Nov. 23 & 24	Holidays (Thanksgiving)
Dec. 15	Christmas recess begins at close of classes

1973

Jan. 2	Classes resume
Jan. 11	Last day of classes - Fall Semester
Jan. 12	First day of examinations
Jan. 13	Saturday - examinations are scheduled all day
Jan. 20	Last day of examinations
Jan. 22	Final grades due in Registrar's Office at 9:00 a.m.
Jan. 22 & 23	Curriculum Development Days
Jan. 25	Student Evaluation Day
Jan. 26	"Change of Program" Day
Jan. 29	Classes begin - Spring Semester
Feb. 19	Holiday (President's Day)
April 13	Easter recess begins at close of classes
April 23	Classes resume
May 21	Last day of classes - Spring Semester
May 22	First day of examinations
May 26	Saturday - examinations are scheduled all day
May 28	Holiday (Memorial Day)
May 31	Last day of examinations
June 2	Final grades due in Registrar's Office at 9:00 a.m.
June 6	Student Evaluation Day
June 7	Last day of faculty obligation

GRADUATION WILL BE SCHEDULED ON OR AFTER JUNE 9

Calendar for Twelve-Month Bargaining Unit Members

Members of the bargaining unit employed on a twelve-month basis (July 1, 1972 to June 30, 1973) shall be granted the following holidays:

July 3 and 4	-	Independence Day
September 4	-	Labor Day
October 9	-	Columbus Day
October 23	-	Veterans Day
November 23 and 24	-	Thanksgiving
December 25, 26 and 27	-	Christmas
January 1	-	New Year's Day
February 19	-	President's Day
April 19 and 20	-	Thursday and Friday before Easter
May 28	-	Memorial Day

MIDDLESEX COUNTY COLLEGE
EDISON, NEW JERSEY

TO: All Personnel

DATE: August 24, 1972

FROM: Mr. William R. Walsh, Jr.

SUBJECT: Faculty-Staff Parking

Following is a list of all parking lots showing the location of faculty-staff spaces. This designation will be in effect as of September 1, 1972.

Please note that there is no parking in the vicinity of North 3 at any time.

Signs designating these different areas have been delayed and are proposed to be erected on or about September 15. If you have any questions in the interim, please contact the Police Department.

	Faculty-Staff Spaces
Parking Lot #1 - (West Hall) 45 green spaces for faculty-staff in the first row closest to Ave "B." Sixty (60) yellow spaces for visitors in the second, third, and fourth rows nearest the building.	45
Parking Lot #2 - From Police Headquarters to the athletic field behind the Gym. All student parking except faculty-staff and visitors area in front of Police Headquarters, which will be designated by color coded lines.	15
Parking Lot #3 - (Next to the College Center) faculty-staff parking in green lines. Twelve (12) spaces painted red for County Government, State Government, and Trustee parking only.	67
Parking Lot #4 - (From the Gym to the Waterhouse) all student parking only.	
Parking Lot #5 - (East side of Main Hall) red lines for disabled persons only (staff or students).	
Parking Lot #6 - (Rear of Raritan Hall) green lines for faculty-staff parking only.	280
Parking Lot #7 - (North side of Raritan Hall) yellow lines for College visitors only.	
Parking Lot #8 - (Between North Hall and East Hall) green lines for faculty-staff parking only.	38
Parking Lot #9 - (West side of North Hall) four (4) spaces for thirty (30) minute faculty-staff parking painted green. Two (2) spaces for Health Services emergency parking only.	4
Parking Lot #10 (Next to Child Care Center) green lines for all faculty-staff parking only.	30
Total Faculty-Staff Spaces	479